

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRIAN GASPAR,

Plaintiff,

v.

TURN TECHNOLOGIES, INC., a Delaware
Corporation, and RAHIER RAHMAN, and his
marital community,

Defendants.

TURN TECHNOLOGIES, INC., a Delaware
Corporation

Counterclaim Plaintiff,

v.

BRIAN GASPAR,

Counterclaim Defendant.

No. 2:23-cv-01274-TSZ

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby

1 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
 2 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
 3 protection on all disclosures or responses to discovery, the protection it affords from public
 4 disclosure and use extends only to the limited information or items that are entitled to confidential
 5 treatment under the applicable legal principles, and it does not presumptively entitle parties to file
 6 confidential information under seal.

7 2. “CONFIDENTIAL” AND “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 8 MATERIAL OR ITEMS

9 “CONFIDENTIAL” material shall include the following documents and tangible things
 10 produced or otherwise exchanged:

- 11 (a) documents containing medical records and/or health information;
- 12 (b) documents containing financial, proprietary, research, technical, and/or
 13 commercial information not in the public domain or subject to public disclosure, including but not
 14 limited to documents related to the parties’ finances, operations, clients, customers, research,
 15 and/or client/customer agreements;
- 16 (c) employee personnel or supervisory files, including but not limited to the
 17 employment records, personnel files, and pay records of Turn Technologies, Inc.’s non-party
 18 current or former employees;
- 19 (d) income tax returns (including attached schedules and forms), W-2 forms and 1099
 20 forms;
- 21 (e) sensitive information regarding non-party individuals;
- 22 (f) information prohibited from disclosure by statute;
- 23 (g) any other information not in the public domain that is reasonably and in good faith
 24 believed by the producing party to contain proprietary, private or highly-sensitive information; and
- 25 (h) any other information agreed upon by the parties during the course of litigation.

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material or information
2 shall include documents and tangible things produced or otherwise exchanged that contain
3 extremely sensitive “Confidential Information or Items,” disclosure of which another Party or non-
4 party would create a substantial risk of serious harm that could not be avoided by less restrictive
5 means. By way of example only, “Highly Confidential – Attorneys’ Eyes Only” information
6 includes:

- 7 (a) information that reveals trade secrets;
- 8 (b) competitively sensitive information such as non-public proposed or actual pricing or
9 other contract or sales terms;
- 10 (c) financial, marketing, or strategic business planning information;
- 11 (d) sensitive and non-public research or analysis;
- 12 (e) non-public customer information; or
- 13 (f) information relating to research, development, testing of, or plans for existing or
14 proposed future products.

15 The parties acknowledge that designating information “Confidential” or “Highly
16 Confidential – Attorneys’ Eyes Only” does not, on its own, grant the designating party with
17 authority to redact such information. Parties may only redact information from records produced
18 as permitted by law or court rule. This includes, but is not limited to, redacting social security
19 numbers, dates of birth, dependent information, account information, and premiums.¹ Except in
20 redactions of personal identifying information as described herein (for example, social security
21 numbers, dates of birth), if a party redacts information, the redacting party must: (1) provide a brief
22 description of the redacted information; (2) identify the redacted information by Bates number;
23 and (3) provide a basis for the redaction.

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¹ The parties agree to only redact the first five digits of social security numbers and the day and month of dates of birth.

1 Nothing in this definition of “Confidential” or “Highly Confidential – Attorneys’ Eyes
2 Only” material is in any way an admission or acknowledgement that the documents and tangible
3 things listed herein are otherwise discoverable. The parties reserve all rights to object to the
4 production of documents or tangible things included in the list above, notwithstanding that these
5 documents or tangible things might be subject to the terms of this Protective Order.

6 Although Plaintiff’s Counsel agrees to include “Highly Confidential – Attorneys’ Eyes
7 Only” designations, they do not agree that any of the discovery in this case warrants such a
8 designation, and to the extent that Defendants make such designations, the parties anticipate they
9 will need to bring the issue before this Court.

10 3. SCOPE

11 The protections conferred by this agreement cover not only confidential material (as
12 defined above), but also (1) any information copied or extracted from confidential material; (2) all
13 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
14 conversations, or presentations by parties or their counsel that might reveal confidential material.

15 However, the protections conferred by this agreement do not cover information that is in
16 the public domain or becomes part of the public domain through trial or otherwise.

17 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

18 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
19 or produced by another party or by a non-party in connection with this case only for prosecuting,
20 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
21 categories of persons and under the conditions described in this agreement. Confidential material
22 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
23 that access is limited to the persons authorized under this agreement.

24 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
25 by the court or permitted in writing by the designating party, a receiving party may disclose any
26 confidential material only to:

1 (a) the parties;

2 (b) the receiving party's counsel of record in this action, as well as employees
3 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

4 (c) the officers, directors, and employees (including in house counsel) of the
5 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
6 agree that a particular document or material produced is for Attorney's Eyes Only and is so
7 designated;

8 (d) experts and consultants to whom disclosure is reasonably necessary for this
9 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (e) the court, court personnel, and court reporters and their staff;

11 (f) copy or imaging services retained by counsel to assist in the duplication of
12 confidential material, provided that counsel for the party retaining the copy or imaging service
13 instructs the service not to disclose any confidential material to third parties and to immediately
14 return all originals and copies of any confidential material;

15 (g) during their depositions, witnesses in the action to whom disclosure is
16 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
17 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
18 transcribed deposition testimony or exhibits to depositions that reveal confidential material may
19 not be disclosed to anyone except as permitted under this agreement;

20 (h) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information; and

22 (i) mediators and their staff who are engaged in mediation or alternative
23 dispute resolution with the Parties.

24 4.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
25 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
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1 designating party, a receiving party may disclose any “Highly Confidential – Attorneys’ Eyes
 2 Only” material only to:

3 (a) the receiving party’s counsel of record in this action, as well as employees
 4 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

5 (b) experts and consultants to whom disclosure is reasonably necessary for this
 6 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (c) the court, court personnel, and court reporters and their staff;

8 (d) copy or imaging services retained by counsel to assist in the duplication of
 9 confidential material, provided that counsel for the party retaining the copy or imaging service
 10 instructs the service not to disclose any confidential material to third parties and to immediately
 11 return all originals and copies of any confidential material;

12 (e) the author or recipient of a document containing the information or a
 13 custodian or other person who otherwise possessed or knew the information; and

14 (f) mediators and their staff who are engaged in mediation or alternative
 15 dispute resolution with the Parties.

16 4.4 Filing Confidential Material. Before filing confidential material or discussing or
 17 referencing such material in court filings, the filing party shall confer with the designating party,
 18 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
 19 remove the confidential designation, whether the document can be redacted, or whether a motion
 20 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
 21 designating party must identify the basis for sealing the specific confidential information at issue,
 22 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
 23 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
 24 the standards that will be applied when a party seeks permission from the court to file material
 25 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
 26 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.

1 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
2 the strong presumption of public access to the Court's files.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
5 or non-party that designates information or items for protection under this agreement must take
6 care to limit any such designation to specific material that qualifies under the appropriate
7 standards. The designating party must designate for protection only those parts of material,
8 documents, items, or oral or written communications that qualify, so that other portions of the
9 material, documents, items, or communications for which protection is not warranted are not swept
10 unjustifiably within the ambit of this agreement.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
12 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
13 unnecessarily encumber or delay the case development process or to impose unnecessary expenses
14 and burdens on other parties) expose the designating party to sanctions.

15 If it comes to a designating party's attention that information or items that it designated for
16 protection do not qualify for protection, the designating party must promptly notify all other parties
17 that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or
20 ordered, disclosure or discovery material that qualifies for protection under this agreement must
21 be clearly so designated before or when the material is disclosed or produced.

22 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
23 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
24 the designating party must affix the word "CONFIDENTIAL" to each page that contains
25 confidential material. If only a portion or portions of the material on a page qualifies for protection,
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1 the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

3 (b) Testimony given in deposition or in other pretrial proceedings: the parties
4 and any participating non-parties must identify on the record, during the deposition or other pretrial
5 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
6 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
7 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
8 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information
9 at trial, the issue should be addressed during the pre-trial conference.

10 (c) Other tangible items: the producing party must affix in a prominent place
11 on the exterior of the container or containers in which the information or item is stored the word
12 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
13 the producing party, to the extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
15 designate qualified information or items does not, standing alone, waive the designating party’s
16 right to secure protection under this agreement for such material. Upon timely correction of a
17 designation, the receiving party must make reasonable efforts to ensure that the material is treated
18 in accordance with the provisions of this agreement.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
21 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
23 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
24 challenge a confidentiality designation by electing not to mount a challenge promptly after the
25 original designation is disclosed.

1 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 2 regarding confidential designations without court involvement. Any motion regarding confidential
 3 designations or for a protective order must include a certification, in the motion or in a declaration
 4 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
 5 affected parties in an effort to resolve the dispute without court action. The certification must list
 6 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
 7 to-face meeting or a telephone conference.

8 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 9 intervention, the designating party may file and serve a motion to retain confidentiality under Local
 10 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
 11 persuasion in any such motion shall be on the designating party. Frivolous designations or
 12 challenges to designations, and those made for an improper purpose (*e.g.*, to harass or impose
 13 unnecessary expenses and burdens on other parties) may expose the designating or challenging
 14 party to sanctions. All parties shall continue to maintain the material in question as confidential
 15 until the court rules on the challenge.

16 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 17 LITIGATION

18 If a party is served with a subpoena or a court order issued in other litigation that compels
 19 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
 20 must:

21 (a) promptly notify the designating party in writing and include a copy of the
 22 subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to
 24 issue in the other litigation that some or all of the material covered by the subpoena or order is
 25 subject to this agreement. Such notification shall include a copy of this agreement; and
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the designating party whose confidential material may be affected.

3 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
5 material to any person or in any circumstance not authorized under this agreement, the receiving
6 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
7 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
8 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
9 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
10 Bound” that is attached hereto as Exhibit A.

11 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
12 MATERIAL

13 When a producing party gives notice to receiving parties that certain inadvertently
14 produced material is subject to a claim of privilege or other protection, the obligations of the
15 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
16 is not intended to modify whatever procedure may be established in an e-discovery order or
17 agreement that provides for production without prior privilege review. The parties agree to the
18 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

19 10. NON TERMINATION AND DESTRUCTION OF DOCUMENTS

20 Within 60 days after the termination of this action, including all appeals, each receiving
21 party must delete or destroy all confidential material that was produced by the other parties or
22 nonparties, including all copies, extracts and summaries thereof. Except that this agreement to
23 destroy documents does not apply to Turn Technologies, Inc. with respect only to any Turn
24 Technology, Inc. documents retained by Plaintiff Brian Gaspar outside the litigation that he then
25 produced to Defendants during the litigation.

1 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
2 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
3 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
4 product, even if such materials contain confidential material and discovery as part of the complete
5 client file.

6 The confidentiality obligations imposed by this agreement shall remain in effect until a
7 designating party agrees otherwise in writing or a court orders otherwise.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 DATED: October 15, 2024

10 THE BLANKENSHIP LAW FIRM, PLLC
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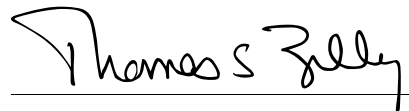
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21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
23 documents, electronically stored information (ESI) or information, whether inadvertent or
24 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
25 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
26 documents, including the attorney-client privilege, attorney work-product protection, or any other

1 privilege or protection recognized by law. This Order shall be interpreted to provide the maximum
2 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.
3 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review
4 of documents, ESI or information (including metadata) for relevance, responsiveness and/or
5 segregation of privileged and/or protected information before production. Information produced
6 in discovery that is protected as privileged or work product shall be immediately returned to the
7 producing party.

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9 Dated this 16th day of October, 2024.

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12 Thomas S. Zilly
13 United States District Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Western District of Washington on [date] in the
 case of _____ *Gaspar v. Turn Technologies, et. al.*, No. 2:23-cv-01274-TSZ. I agree
 to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand
 and acknowledge that failure to so comply could expose me to sanctions and punishment in the
 nature of contempt. I solemnly promise that I will not disclose in any manner any information or
 item that is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____